

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN

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NEUROGENX, INC., a Michigan  
corporation,

Plaintiff,

v

MED-I-FIT ENTERPRISES 1, L.L.C.,  
an Alabama limited liability company,

Defendant.

Case No. 1:16-cv-1187

Hon. Paul L. Maloney

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**AMENDED DEFAULT JUDGMENT**

The Court, having reviewed Plaintiff's Complaint, Motion for Default Judgment and Motion to Alter/Correct Judgment, and being fully advised in the premises,

1. IT IS HEREBY ORDERED that an Amended Default Judgment is entered in favor of Plaintiff and against Defendant for **\$84,151.10**, which includes the following damages:

- a. **\$75,000** in unpaid rent to date, plus **\$839.10** contractual interest to date;
- b. **\$7,512.00** for attorneys' fees incurred in prosecuting this action pursuant to Section 22.11 of the Equipment Lease; and
- c. **\$800** in costs incurred in connection with this action.

2. IT IS FURTHER ORDERED that interest on this Amended Default Judgment shall continue to accrue at the statutory rate until paid in full.

3. IT IS FURTHER ORDERED that Defendant is enjoined from disclosing, publishing, or otherwise using Plaintiff's Confidential Information, directly or indirectly, for any purpose at any time. For purposes of this Amended Default Judgment, Confidential Information is defined, pursuant to the Equipment Lease, as any information concerning the business and affairs or technology of Neurogenx, including: trade secrets, 'know how,' equipment, samples and all data, notes, analyses, compilations, studies, summaries and other material prepared by any Party containing or based, in whole or in part, on Confidential Information.

4. IT IS FURTHER ORDERED that Defendant is enjoined from engaging in competition with Plaintiff for a period of two (2) years, including without limitation, the use of Neurogenx's customer testimonials. For purposes of this Amended Default Judgment, "Competition" is defined, pursuant to the Equipment Lease, as engaging in, directly or indirectly, in any attempts to do the

following: (1) divert or attempt to divert any business or End User of the Licensed Product to any competitor, by direct or indirect inducement; (2) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Plaintiff's Licensed Product, trademarks, trade secrets, or other intellectual property; (3) employ or seek to employ any person who is at that time employed by Plaintiff or any other of Plaintiff's lessees or licensees, or otherwise directly or indirectly induce such person to leave his or her employment; or (4) own, maintain, engage in, be employed by, lease real estate to, finance or have any interest in any business specializing, in whole or in part, in providing neuropathy products, systems or services at your premises or within a twenty (20) mile radius of any existing or proposed location.

IT IS SO ORDERED.

This Order resolves the last pending claim and closes this case.

Date: November 8, 2017

/s/ Paul L. Maloney  
Paul L. Maloney  
United States District Judge